

A G R E E M E N T

THIS AGREEMENT made and entered into this 22nd day of October, A. D. 1954, by and between JOHN BUDDÉ, hereinafter designated as "OWNER" and the HOLLY SUGAR CORPORATION, of Colorado Springs, Colorado, hereinafter designated as "HOLLY."

WITNESSETH: That

WHEREAS, the Owner has, of even date herewith, entered into a contract of purchase with Holly for certain lands in Sheridan County, Wyoming, including, with other lands, the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20 and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29, W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 56 North, Range 84 West, and

WHEREAS, there is situated in the North 350 feet of the South 800 feet of W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 and the North 150 feet of the South 600 feet of the East 300 feet of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 56 North, Range 84 West of the 6th P.M., a certain auxiliary reservoir consisting of approximately 3.5 acres, together with the established intake for said reservoir and the withdrawal laterals from same, which withdrawal laterals extend in a general easterly direction over the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 21 to retained lands of the Holly described as follows:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and a tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ described as beginning at the Northeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence South along the East line of SW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 315.8 feet; thence S. 56°30' W. a distance of 204.5 feet; thence S. 76°00' W. a distance of 490 feet; thence S. 36°00' W. a distance of 500 feet to the South line of SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence West along the South line of SW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 681 feet to the Southwest corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence West along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 1038 feet; thence North a distance of 227 feet; thence N. 36°43' E. a distance of 95 feet; thence North a distance of 80 feet; thence N. 58°00' W. a distance of 400 feet to the West line of SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence North along the West line of SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the northwest corner of SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence East along the north line of SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the point of beginning, all in Section 21, T. 56 N., R. 84 W., 6th P.M. and containing an area of 146.8 acres, including public road rights of way.

WHEREAS, Holly desires to retain storage and withdrawal rights from the aforesaid described reservoir for the purpose of assuring it of a sustained and even flow of irrigating water to its said lands in said Section 21, and the Owner herein has agreed to give and grant unto the Holly a right for the use of said reservoir, which said right

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shall not be an exclusive one; it being the intention of this Agreement that said reservoir shall be used jointly by the parties hereto, and

WHEREAS, Holly has heretofore taken and used certain overflow water from the City reservoir of the City of Sheridan, Wyoming, situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 56 North, Range 84 West, and transported same in a northeasterly direction by existing and established ditches across the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29 and W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 56 North, Range 84 West, and through the existing ditches onto the grounds of Sheridan Country Club, thence north across the Soldier Creek County Road by conduit onto the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 to the above described lands of Holly, and

WHEREAS, Holly desires to retain a right to use said overflow water from said City reservoir and carry and transport same across the lands as above described now sold to Owner, and the Owner has agreed to give and grant the right to take said water and the use of said existing ditches over his said lands as aforesaid, it being understood that the Owner shall have the right to take and use said City reservoir overflow water at all times when same is not being used by Holly,

NOW, THEREFORE, in consideration of the sum of One Dollar paid by the Holly to the Owner, and the mutual promises and covenants as herein provided, the Owner does hereby grant, assign and set over to the Holly Sugar Corporation, the right for the use of the lands covered by aforesaid auxiliary reservoir, together with the necessary intake and outlet ditches for the storage of Holly's irrigating water for use on its retained lands in said Section 21, and Owner also gives and grants a license to said corporation to use existing ditches to take and carry said overflow water from the said City of Sheridan, Wyoming, reservoir through the existing ditches for use on Holly's retained lands, subject to Owner's right to use same as above set forth, said right and easement being a covenant running with the lands herein described.

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The Owner reserves the right to fully use and enjoy the aforesaid premises except as to the rights herein granted, and Holly hereby agrees to hold and save the Owner harmless from any and all damages arising from its use of the said reservoir, easement and rights of way for ditches herein granted and agrees to pay any damage or damages which may arise to the property, premises or rights of the Owner through Holly's use, occupation and possession of the rights herein granted.

TO HAVE AND TO HOLD the said rights hereby granted unto the Holly, its successors and assigns, as a covenant running with the lands herein described.

THIS AGREEMENT to be binding upon the heirs, administrators, successors and assigns of the parties, and to constitute a covenant running with the lands herein described.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal and Holly Sugar Corporation has caused these presents to be executed by its _____ President and Secretary heretofore duly authorized.

Witness:

J.R. Pool

John Budde
OWNER

HOLLY SUGAR CORPORATION

James E. Hays
-President

Attest:

Russell
Asst. Secretary

STATE OF WYOMING } ss
County of Sheridan }

On this 22nd day of October, A.D. 1954, before me personally appeared JOHN BUDDE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal the day and year in this certificate first above written.

My Commission expires:

May 13, 1957

Pearl G. Mapson
Notary Public

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STATE OF COLORADO) ss
County of El Paso)

On this 25th day of October, A.D. 1954, before me personally appeared Merill E. Shoup, to me personally known, who being by me duly sworn, did say that he is the — President of HOLLY SUGAR CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Merill E. Shoup acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 25th day of October, A.D. 1954.

Margaret H. Floyd
Notary Public

My Commission expires: June 1, 1957

